

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF NEW MEXICO

FILED
DISTRICT COURT
NEW MEXICO

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UNITED STATES OF AMERICA,

Plaintiff,

vs.

RICHARD L. GOYETTE a/k/a
RICHARD GOYETTE,

Defendant.

CIVIL NO. 00-0444 LFG

Robert M. ...
CLERK OF DISTRICT COURT

**PLAINTIFF'S PROPOSED FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

FACTS

1. On or about November 26, 1984 and June 17, 1985, Defendant executed and delivered promissory notes in the amounts of \$2,500.00 and \$2,500.00, respectively, to Chase Lincoln First - Rochester, New York, to secure loans totaling \$5,000.00, with interest at eight percent (8%) per annum.

2. The loan was guaranteed by a state or private non-profit guarantee agency, and was re-insured by the United States Department of Education ("Department") under loan guaranty programs.

3. The terms of the note required repayment beginning six (6) months after Defendant ceased carrying at least one-half normal full-time academic workload at an eligible institution.

4. Defendant defaulted on the notes and the Holder demanded payment

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according to the terms of the notes.

5. Defendant was credited \$2,112.05 to the outstanding principal owed on the loans.

6. The defendant defaulted on his obligation to pay on August 26, 1987, and the Holder filed a claim on the guarantee.

7. Due to the defendant's default, the guaranty agency paid a claim in the amount of \$2,887.95 to the Holder.

8. The guarantor attempted to collect on the notes and was unsuccessful.

9. On August 8, 1993 the guarantor assigned its right and title to the loans to the Department of Education. Plaintiff upon payment of its claim.

10. Since assignment of the notes to Plaintiff, payments totaling \$296.86 have been received, including Treasury Department (IRS) offsets.

11. The United States is now the owner and holder of the Notes at issue in this case.

12. Demand has been made on Defendant by Plaintiff for payment of his defaulted student loan obligation.

13. Defendant has failed to pay said notes according to the terms, and Plaintiff declared the entire amount of Defendant's indebtedness immediately due and payable.

14. There is due and owing to Plaintiff from Defendant the sum of \$5,497.07 consisting of \$2,887.95 principal, \$2,608.12 accrued interest at the rate of eight percent (8%) per annum as of March 11, 2000, plus interest accruing on the unpaid principal balance of \$2,887.95 from March 11, 2000, until date of judgment, together

with interest at the legal rate from the date of judgment compounded annually until said judgment is paid in full, attorneys' fees in the amount of \$549.71, U. S. District Court Docket Fees in the amount of \$150.00 as provided by 28 U.S.C. §§ 1914(a) and 1923(a), plus costs of this action.

PROPOSED CONCLUSIONS OF LAW

1. Defendant is a resident of the State of New Mexico within the jurisdiction of this Court and therefore, venue is properly laid in this District.
2. The United States District Court for the District of New Mexico has jurisdiction of the parties and the subject matter.
3. The substantive law governing this case is Title IV.B of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1071 et seq. (34 C.F.R. Part 682).
13. Judgment for Defendant United States of America.

NORMAN C. BAY
United States Attorney

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I HEREBY CERTIFY that a true and correct copy
of the foregoing pleading was mailed to opposing
counsel of record this 17th day of November, 2000.

MANUEL LUCERO
Assistant U. S. Attorney